

04-19-2006



RECORDATION

TRADEMARKS ONLY

103222208

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

The Fuller Landau Group Inc.  
ERD Holdings Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Canada  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 6 Feb. 2006, Feb. 23, 2006 Feb. 24, 2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☒ Change of Name  
☒ Other Ont. Court Order Appointing Receiver

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ NoName: Premium Fine Foods Inc.

Internal

Address: \_\_\_\_\_

Street Address: 730 Hardwick RoadCity: BoltonState: OntarioCountry: Canada Zip: L7E 5R4

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Canada  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☒ Yes ☐ No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
76/581,866

APR 11 2006

B. Trademark Registration No.(s)

1,927,921; 2,142,971 and 2,780,929Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Bereskin & Parr

Internal Address: \_\_\_\_\_

Street Address: Box 401  
40 King Street WestCity: TorontoState: Ontario Zip: M5H 3Y2Phone Number: (416) 364-7311Fax Number: (416) 361-1398Email Address: rparr@bereskinparr.com

## 6. Total number of applications and registrations involved:

4135.00 CR

## 7. Total fee (37 CFR 2.6(h)(6) &amp; 3.41) \$ 480.00

- ☐ Authorized to be charged by credit card 40.00 OP  
☐ Authorized to be charged to deposit account 75.00 OP  
☒ Enclosed 01 FC: A521 40.00 OP  
02 FC: A522 75.00 OP

## 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account \_\_\_\_\_

Authorized Use of M521e 40.00 OP  
02 FC: A522 75.00 OP

## 9. Signature:

Signature

April 7, 2006

Date

Richard J. Parr  
Name of Person SigningTotal number of pages including cover sheet, attachments, and document: 23Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450TRADEMARK  
REEL: 003328 FRAME: 0099

# Bereskin & Parr

INTELLECTUAL PROPERTY LAW

\$ TM

April 7, 2006



Richard J. Parr B.A.Sc. (Eng. Phys.), LL.B.  
416 957 1686 rparr@bereskinparr.com

Our Reference: 424-298

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
U.S.A.

Dear Sir:

**Re: Assignment of Trademarks -**

- (1) ANNA MARIA, Registration No. 1,927,921**
  - (2) FAMILY CHOICE, Registration No. 2,142,971**
  - (3) FAMILY CHOICE, Application No. 76/581,866**
  - (4) SHOPPER'S CHOICE, Registration No. 2,780,929**
- To: Premium Fine Foods Inc.**

We enclose documents, with attached cover sheet, assigning the above trademarks and the application and registrations therefor. These marks were previously in the name of Di Pardo Packing Limited. The enclosed documents are the following:

- (a) Ontario Court Order appointing The Fuller Landau Group Inc. as Receiver and Manager of all of the assets, undertakings and properties of Di Pardo Packing Limited;
- (b) Assignment of the above application and registrations from the Receiver, namely, The Fuller Landau Group Inc. to ERD Holdings Inc. (whose address is 68 Tycos Drive, Toronto, Ontario M6B 1V9).
- (c) Change of name of the assignee ERD Holdings Inc. to Premium Fine Foods Inc.

Each of the above three documents should be registered against all four of the marks shown above. The fee of US\$480.00 (US\$40.00 per mark for each document, or US\$160.00 per mark times three marks) is included in our cheque No. 8033. As stated in the cover sheet, please charge any deficiency or credit any overpayment to our deposit account No. 02-2095.

We also enclose copies of four Nomination of Domestic Representative forms signed by the assignee Premium Fine Foods Inc., one Nomination of Domestic Representative form for each mark.



Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario, Canada M5H 3Y2  
Tel: 416.364.7311 Fax: 416.361.1398 [www.bereskinparr.com](http://www.bereskinparr.com)

TORONTO MISSISSAUGA WATERLOO MONTRÉAL

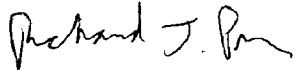
04-11-2006

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

**TRADEMARK**  
**REEL: 003328 FRAME: 0100**

Please record the above documents and send us the Certificate of Recording. If there are any questions or if we may be of further assistance, please telephone collect if necessary, to Richard Parr at (416) 957-1686.

Respectfully submitted,



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Richard J. Parr, Reg. No. 22,836

/cm  
Encl.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

THE HONOURABLE MADAM

)

MONDAY, THE 6<sup>th</sup> DAY

JUSTICE MESBUR

)

OF FEBRUARY, 2006

B E T W E E N :

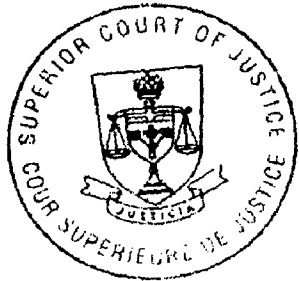
**ERD HOLDINGS INC.**

Applicant

- and -

**DI PARDO PACKING LIMITED**

Respondent

**ORDER**

**THIS APPLICATION**, made by the Applicant for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended (the "CJA") appointing The Fuller Landau Group Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Di Pardo Packing Limited (the "Debtor") was heard this day at 393 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of David Sugarman sworn February 3, 2006 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for the Debtor although duly served by its trustee in bankruptcy, Harris & Partners Inc. and on reading the consent of The Fuller Landau Group Inc. to act as the Receiver,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, The Fuller Landau Group Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

## **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the *Ontario Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the

exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

**NO PROCEEDINGS AGAINST THE RECEIVER**

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

## **NO EXERCISE OF RIGHTS OR REMEDIES**

9. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

## **NO INTERFERENCE WITH THE RECEIVER**

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

## **CONTINUATION OF SERVICES**

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or

charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

## RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

✓ Nothing in this order shall derogate from the protections afforded the Receiver by section 14.06 of

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver

The Bankruptcy and Insolvency Act ✓  
Rm

shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The

Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

17. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

18. **THIS COURT ORDERS** the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees

and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the **"Receiver's Certificates"**) for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a

*pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

## **GENERAL**

24. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

28. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

  
A handwritten signature in black ink, appearing to be 'Mullin', is written over a horizontal line.

#1046747 | 4052277

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

FEB 08 2006

PER/PAR 

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

**CERTIFICATE NO.** \_\_\_\_\_

**AMOUNT \$** \_\_\_\_\_

1. THIS IS TO CERTIFY that The Fuller Landau Group Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Di Pardo Packing Limited, appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 6<sup>th</sup> day of February, 2006 (the "Order") made in an action having Court File Number 06-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

The Fuller Landau Group Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity.

Per: \_\_\_\_\_  
Name:  
Title:

#1046747, 4052277

BETWEEN:

ERD HOLDINGS INC.

- and -

DI PARDO PACKING LIMITED

Applicant

Respondent

Court file no. 06-CL-006272

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
Commercial List**

Proceeding commenced at **TORONTO**

**ORDER**

**MINDEN GROSS GRAFSTEIN &  
GREENSTEIN LLP**  
Barristers and Solicitors  
#700 - 111 Richmond Street West  
Toronto, Ontario M5H 2H5

**Catherine Francis**  
#LSUC 26900N  
Tel: 416-369-4137  
Fax: 416-864-9223

Solicitors for the Applicant

# **TRADEMARK, TRADE NAME AND COPYRIGHT ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** is made the 23 day of February, 2006 between The Fuller Landau Group Inc. (the "**Assignor**"), in its capacity as court appointed receiver and manager of Di Pardo Packing Limited (the "**Company**") without any corporate or personal liability and ERD Holdings Inc., a corporation incorporated under the laws of the Province of Ontario (the "**Assignee**").

**WHEREAS**, pursuant to an Asset Purchase Agreement (the "**Purchase Agreement**") dated the 14<sup>th</sup> day of February, 2006 between the Assignor and the Assignee, the Assignee agreed to purchase and accept from the Assignor certain of the assets of the Company, which assets include the registered trademarks detailed on Schedule "A" hereto;

**AND WHEREAS** all capitalized terms and expressions used herein, and not otherwise defined herein, shall have the meanings assigned thereto in the Purchase Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that pursuant and subject to the terms and conditions contained in the Purchase Agreement and in consideration of the performance of the transactions set out in the Purchase Agreement, the payments and other consideration provided for therein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Assignor and the Assignee hereby agree as follows:

1. **Assignment and Assumption** The Assignor hereby does sell, transfer, assign, convey and set over to the Assignee, without warranty as to the registrability or validity thereof, all of the Assignor's right, title, benefit, interest and property in and to all registered or unregistered trade marks, trade or brand names, service marks, copyrights, designs, licences, know-how, inventions, sub-licences, franchises and other intellectual property of any nature and kind whatsoever, including, without limitation, the registered trademarks set out on Schedule "A" hereto and (a) any renewals thereof, as applicable; (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, as applicable; (c) the right to sue for past, present and future infringements thereof, as applicable; (e) all rights corresponding thereto throughout the world, as applicable; and (f) all of the goodwill of the Assignor's business connected with and symbolized by the trademarks and other items described herein.
2. **Representation** The Assignee appoints Minden Gross Grafstein Greenstein LLP as the firm to whom any notice in respect of the applications or registrations may be sent, and upon whom service of any proceedings in respect of the applications or registrations may be given or served with the same effect as if they had been given to or served upon the Assignee.
3. **Further Assurances** The Assignor shall, at any time and from time to time, upon the written request of and at the expense of the Assignee, execute and deliver to the Assignee such further documents and instruments and do such other acts and things as the Assignee may reasonably request in order to effectuate fully the purpose and intent of this Agreement.
4. **Amendments; Waivers** No amendment or waiver of any provision of this Agreement, nor consent to any departure herefrom, shall in any event be effective unless the same shall be in

writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specified purpose for which given.

5. **Paramountcy** In the event of an actual conflict or a perceived conflict between any of the terms or provisions contained in this Agreement and those contained in the Purchase Agreement, the terms and provisions of the Purchase Agreement shall prevail.

6. **Successors and Assigns** This Agreement shall be binding upon and ensure to the benefit of the undersigned and their respective successors and assigns.

7. **Governing Law** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**THE FULLER LANDAU GROUP INC., in its capacity as court appointed receiver and manager of Di Pardo Packing Limited and without any corporate or personal liability**

Per: CAROL ABRAHAMSON  
Name: CAROL ABRAHAMSON  
Title: President

**ERD HOLDINGS INC.**

Per: [Signature]  
Name: DAVID SUGARMAN  
Title: VICE PRESIDENT

## **SCHEDULE "A"**

Any trademarks or other rights relating to the use of the names, together with any other applicable trademark(s), trade or brand name(s) or copyright(s), service marks, designs, licences, know-how, inventions, sub-licences, franchises and intellectual property owned by the Company, including, without limitation:

### **Canadian Trademarks**

1. Nature's Secret (TMA313923);
2. Shopper's Choice (TMA442548, TMA176295);
3. Anna Maria (TMA452533); and

### **US Trademarks**

1. Anna Maria (Regis. No. 1,927,921)
2. Family Choice (Regis. No. 2,142,971)
3. Family Choice (Application No. 76/581,866)
4. Shopper's Choice (Regis. No. 2,780,929)

#1051976



 Ministry of  
Consumer and  
Business Services  
**CERTIFICATE**  
This is to certify that these articles  
are effective on

Ministère des Services  
aux consommateurs  
et aux entreprises  
**CERTIFICAT**  
Ceci certifie que les présents status  
entrent en vigueur le

2090860

.....FEBRUARY 24 FÉVRIER, 2006.....

*[Signature]*  
Director / Directrice

Business Corporations Act / Loi sur les sociétés par actions

**ARTICLES OF AMENDMENT**  
**STATUTS DE MODIFICATION**

**Form 3  
Business  
Corporations  
Act**

**Formule 3**  
**Loi sur les**  
**sociétés par**  
**actions**

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)  
*Dénomination sociale actuelle de la société (écrire en LETTRES MAJUSCULES SEULEMENT) :*

[illegible]

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)  
*Nouvelle dénomination sociale de la société (s'il y a lieu) (écrire en LETTRES MAJUSCULES SEULEMENT) :*

[illegible]

3. Date of incorporation/amalgamation:  
Date de la constitution ou de la fusion :

2006 01 10

(Year, Month, Day)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.  
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number of directors is/are: or minimum and maximum number of directors is/are:  
 Nombre d'administrateurs : ou nombre minimum et maximum d'administrateurs :

Number or minimum and maximum  
Nombre ou minimum et maximum

□

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5. The articles of the corporation are amended as follows:  
*Les statuts de la société sont modifiés de la façon suivante :*

To change the name of the Corporation from ERD Holdings Inc. to Premium Fine Foods Inc.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.  
*La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.*
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on  
*Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le*

2006 02 24

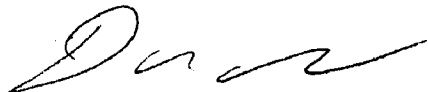
(Year, Month, Day)  
 (année, mois, jour)

These articles are signed in duplicate.  
*Les présents statuts sont signés en double exemplaire.*

ERD Holdings Inc.

(Name of Corporation) (If the name is to be changed by these articles set out current name)  
*(Dénomination sociale de la société) (Si l'on demande un changement de nom, indiquer ci-dessus la dénomination sociale actuelle).*

By/  
 Par :



(Signature)  
 (Signature)

Vice-President

(Description of Office)  
 (Fonction)

07119 (03/2003)  
 DSG 04/2003

**NOMINATION OF DOMESTIC REPRESENTATIVE**

The undersigned, **PREMIUM FINE FOODS INC.**, a corporation organized under the laws of the Province of Ontario, Canada, whose business address and situs is 730 Hardwick Road, Bolton, Ontario, Canada L7E 5R4, being the assignee of U.S. trademark registration No. 1,927,921 for ANNA MARIA, hereby designates Sughrue Mion PLLC whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A. 20037-3213 as applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

EXECUTED at Toronto, Ontario, Canada this 27<sup>th</sup> day of March, 2006.

**PREMIUM FINE FOODS INC.**

By:   
Title: David Sugarman  
Vice-President

#1064779


**NOMINATION OF DOMESTIC REPRESENTATIVE**

The undersigned, **PREMIUM FINE FOODS INC.**, a corporation organized under the laws of the Province of Ontario, Canada, whose business address and situs is 730 Hardwick Road, Bolton, Ontario, Canada L7E 5R4, being the assignee of U.S. trademark registration No. 2,142,971 for FAMILY CHOICE, hereby designates Sughrue Mion PLLC whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A. 20037-3213 as applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

EXECUTED at Toronto, Ontario, Canada this 27<sup>th</sup> day of March, 2006.

**PREMIUM FINE FOODS INC.**

By: \_\_\_\_\_

  
Title: David Sugarman  
Vice-President


#1064777

**NOMINATION OF DOMESTIC REPRESENTATIVE**

The undersigned, **PREMIUM FINE FOODS INC.**, a corporation organized under the laws of the Province of Ontario, Canada, whose business address and situs is 730 Hardwick Road, Bolton, Ontario, Canada L7E 5R4, being the assignee of U.S. trademark application serial No. 76/581,866 for FAMILY CHOICE, hereby designates Sughrue Mion PLLC whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A. 20037-3213 as applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

EXECUTED at Toronto, Ontario, Canada this 27<sup>th</sup> day of March, 2006.

**PREMIUM FINE FOODS INC.**

By:   
Title: **David Sugarman**  
**Vice-President**

#1064783

**NOMINATION OF DOMESTIC REPRESENTATIVE**

The undersigned, **PREMIUM FINE FOODS INC.**, a corporation organized under the laws of the Province of Ontario, Canada, whose business address and situs is 730 Hardwick Road, Bolton, Ontario, Canada L7E 5R4, being the assignee of U.S. trademark registration No. 2,780,929 for SHOPPER'S CHOICE, hereby designates Sughrue Mion PLLC whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A. 20037-3213 as applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

EXECUTED at Toronto, Ontario, Canada this 27<sup>th</sup> day of March, 2006.

**PREMIUM FINE FOODS INC.**

By: 

\_\_\_\_\_  
Title: **David Sugarman**  
**Vice-President**

#1064781